

RECEIVED
CENTRAL FILE CENTER
APR 15 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 10/622,274
Inventor : Michelle Klippen
Filed : July 17, 2003
TC/AU : 3761
Examiner : Karin M. Reichle

Confirmation No. 4206

Docket No. : 1032.004
Customer No. : 36790

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

36790
customer number

37 C.F.R. §3.73(b) STATEMENT AND POWER OF ATTORNEY

The Assignee for the above-identified U.S. patent application (hereinafter "Patent Application"), and the invention disclosed therein, hereby states pursuant to 37 C.F.R. §3.73(b) that the Assignee is the sole owner of the Patent Application to the exclusion of each inventor thereof.

The Assignee establishes its ownership by submission herewith of one or more assignment documents establishing that Assignee possesses all rights, title, and interest in and to the Patent Application. As the established owner of the Patent Application, the Assignee hereby invokes its right to conduct prosecution of the Patent Application to the exclusion of each named inventor.

The Assignee further hereby appoints the Attorneys and Patent Agents of Tillman Ivсан, PLLC, associated with Customer Number 36790 in the records of the U.S. Patent & Trademark Office and as updated from time to time, to prosecute the Patent Application and to transact all business in the U.S. Patent & Trademark Office connected therewith.

All correspondence in this case should be directed to the same Customer Number.

The Assignee hereby declares that no other person or entity is authorized to take any action before the U.S. Patent & Trademark Office with respect to the Patent Application. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

DIAPER00S, LLC

By Its Manager: ENVENTYS, LLC

By:


LOUIS FOREMAN
LLC Manager

2-11-05
Date

BEST AVAILABLE COPY

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

MICHELLE KLIPPEN
2374 Ponds Way
Shakopee, MN 55379

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

U.S. Patent Application Serial No. 10/622,274, entitled "COMPRESSION PACKED ABSORBENT ARTICLE" filed with Michelle Klippen and Penny Klitzke as the inventors on July 17, 2003, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

International Patent Application Serial No. PCT/US04/021098, entitled "COMPRESSION PACKAGED ABSORBENT ARTICLE" filed with Michelle Klippen and Penny Klitzke as the inventors on June 30, 2004, and any amendments, national stage applications, continuations, continuations-in-part, divisionals, or re-examinations thereof, and any and all patents that issue therefrom; and

Any reissue patents or extensions of any patents referred to above,

(hereinafter "Applications and Patents"); and

WHEREAS,

DETOS, LLC
2374 Ponds Way
Shakopee, Minnesota 55379

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Inventions and the Applications and Patents, and in, to, and under any and all patents that may be obtained for the Inventions, together with all rights corresponding thereto, and is desirous of acquiring the entire right, title and interest in, to, and under any and all contractual agreements pertaining thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under.

- The Inventions, and all present and future Applications and Patents, including all subject matter disclosed therein and any and all other intellectual property of Mrs. Michelle Klippen related thereto;
- Any and all other applications for patent for the Inventions filed in any and all countries;
- Any and all patents that may be obtained for the Inventions in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing;
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement; and

BEST AVAILABLE COPY

- Any and all contractual rights and obligations whatsoever arising from any and all agreements pertaining to any of the foregoing, including the right to royalties, including all rights, interest, and obligations in, under, and to each of the following certain agreements,

"DERIVATIVE IP OWNERSHIP AGREEMENT" executed October 26, 2004;

"LICENSE AGREEMENT—UNITED STATES" executed February 2004, as modified on October 27, 2004; and

"LICENSE AGREEMENT—FOREIGN" executed February 2004, as modified on October 27, 2004.

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this quitclaim/assignment of the Invention Rights.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose, including as proof of the right of Assignee to claim the benefit of the right of priority

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Director of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

BEST AVAILABLE COPY

This the 11 day of Jan, 2005Michelle Klippen (seal)
MICHELLE KLIPPENShannon K Brice
Witness #1 SignatureShannon K Brice
Witness #1 Name (print)20392 Hwy 15 N
Witness #1 Address Line 1Hutchinson MN 55350
Witness #1 Address Line 2Jennifer M. Miller
Witness #2 SignatureJENNIFER M. MILLER
Witness #2 Name (print)246 Franklin Street SW
Witness #2 Address Line 1Hutchinson, MN 55350
Witness #2 Address Line 2

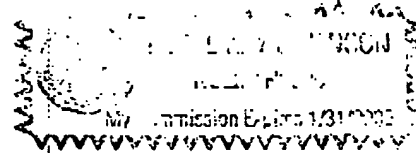
NOTARIZATION

State of MinnesotaCounty of Carver

United States of America

On this 11th day of January, 2005, personally appeared

MRS. MICHELLE KLIPPEN before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Dorel K. Swanson
Notary PublicMy Commission Expires: 1-31-05

BEST AVAILABLE COPY

ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and applications as set forth above.

This the 7th day of January, 2005.

DETOS, LLC

By:

Penny Klitzke
LLC Manager

(seal)

Penny Klitzke
Name (print)

Kim D. Dufour
Witness #1 Signature

Kim D. Dufour
Witness #1 Name (print)

2006 Westridge Ct
Witness #1 Address Line 1

Buffalo, MN 55313
Witness #1 Address Line 2

Bonnie Heidelberger
Witness #2 Signature

Bonnie Heidelberger
Witness #2 Name (print)

555 Hwy 552
Witness #2 Address Line 1

Buffalo, MN 55313
Witness #2 Address Line 2

NOTARIZATION

State of

Minnesota

County of

Wright

United States of America

On this

7th

day of

January, 2005

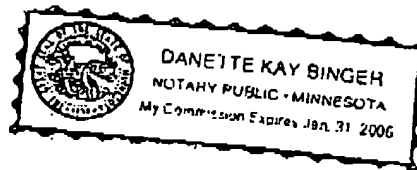
personally appeared

Penny Klitzke before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

Danette K Binger
Notary Public

My Commission Expires:

January 31 2006



BEST AVAILABLE COPY

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

PENNY KLITZKE
68306 215th Street
Darwin, MN 55324

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

U.S. Patent Application Serial No. 10/622,274, entitled "COMPRESSION PACKED ABSORBENT ARTICLE" filed with Michelle Klippen and Penny Klitzke as the inventors on July 17, 2003, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

International Patent Application Serial No. PCT/US04/021098, entitled "COMPRESSION PACKAGED ABSORBENT ARTICLE" filed with Michelle Klippen and Penny Klitzke as the inventors on June 30, 2004, and any amendments, national stage applications, continuations, continuations-in-part, divisionals, or re-examinations thereof, and any and all patents that issue therefrom; and

Any reissue patents or extensions of any patents referred to above,

(hereinafter "Applications and Patents"); and

WHEREAS,

DETOS, LLC
2374 Ponds Way
Shakopee, Minnesota 55379

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Inventions and the Applications and Patents, and in, to, and under any and all patents that may be obtained for the Inventions, together with all rights corresponding thereto, and is desirous of acquiring the entire right, title and interest in, to, and under any and all contractual agreements pertaining thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- The Inventions, and all present and future Applications and Patents, including all subject matter disclosed therein and any and all other intellectual property of Mrs. Penny Klitzke related thereto;
- Any and all other applications for patent for the Inventions filed in any and all countries;
- Any and all patents that may be obtained for the Inventions in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing;
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement, and

- Any and all contractual rights and obligations whatsoever arising from any and all agreements pertaining to any of the foregoing, including the right to royalties, including all rights, interest, and obligations in, under, and to each of the following certain agreements,

"DERIVATIVE IP OWNERSHIP AGREEMENT" executed October 26, 2004;

"LICENSE AGREEMENT—UNITED STATES" executed February 2004, as modified on October 27, 2004; and

"LICENSE AGREEMENT—FOREIGN" executed February 2004, as modified on October 27, 2004.

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this quitclaim/assignment of the Invention Rights.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose, including as proof of the right of Assignee to claim the benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Director of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 7th day of January, 2005

Penny Klitzke (seal)
PENNY KLITZKE

Kim D. Dufour
Witness #1 Signature

Kim D. Dufour
Witness #1 Name (print)

2006 Westridge Ct
Witness #1 Address Line 1

Buffalo, MN 55313
Witness #1 Address Line 2

Bonnie Heidelberg
Witness #2 Signature

Bonnie Heidelberg
Witness #2 Name (print)

555 Hwy 55 E
Witness #2 Address Line 1

Buffalo, MN 55313
Witness #2 Address Line 2

NOTARIZATION

State of Minnesota

County of Wright

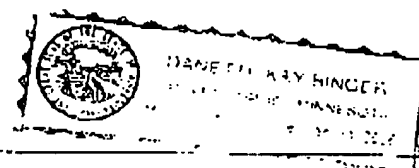
United States of America

On this 7th day of January, 2005, personally appeared

MRS. PENNY KLITZKE before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Danette R. Binger
Notary Public

My Commission Expires January 31 2006



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and applications as set forth above.

This the 7th day of January, 2005

DETOS, LLC

By: Penny Klitzke (seal)
LLC Manager

Penny Klitzke
Name (print)

Kim D. Dufour
Witness #1 Signature

Kim D. Dufour
Witness #1 Name (print)

2006 Westridge Ct
Witness #1 Address Line 1

Buffalo, MN 55313
Witness #1 Address Line 2

Bonnie Heidelberger
Witness #2 Signature

Bonnie Heidelberger
Witness #2 Name (print)

555 Hwy 55E
Witness #2 Address Line 1

Buffalo, MN 55313
Witness #2 Address Line 2

NOTARIZATION

State of Minnesota

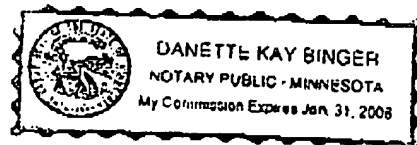
County of Wright
United States of America

On this 7th day of January, 2005, personally appeared

Penny Klitzke before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

Danette L Binger
Notary Public

My Commission Expires: January 31 2006



QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

DETOS, LLC
2374 Ponds Way
Shakopee, Minnesota 55379

(hereinafter "Assignor") has acquired the entire right, title and interest in, to, and under certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to

U.S. Patent Application Serial No. 10/622,274, entitled "COMPRESSION PACKED ABSORBENT ARTICLE" filed with Michelle Klippen and Penny Klitzke as the inventors on July 17, 2003, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

International Patent Application Serial No. PCT/US04/021098, entitled "COMPRESSION PACKAGED ABSORBENT ARTICLE" filed with Michelle Klippen and Penny Klitzke as the inventors on June 30, 2004, and any amendments, national stage applications, continuations, continuations-in-part, divisionals, or re-examinations thereof, and any and all patents that issue therefrom; and

Any reissue patents or extensions of any patents referred to above,

(hereinafter "Applications and Patents"); and

WHEREAS,

DIAPEROOS, LLC (a North Carolina Limited Liability Company)
c/o Enventys, LLC (its manager)
520 Elliot Street, Suite 200
Charlotte, North Carolina 28202

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Inventions and the Applications and Patents, and in, to, and under any and all patents that may be obtained for the Inventions, together with all rights corresponding thereto, and is desirous of acquiring the entire right, title and interest in, to, and under any and all contractual agreements pertaining thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under

- The Inventions, and all present and future Applications and Patents, including all subject matter disclosed therein and any and all other intellectual property of DETOS related thereto;
- Any and all other applications for patent for the Inventions filed in any and all countries;
- Any and all patents that may be obtained for the Inventions in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing;
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

- Any and all rights, title and interest received by DETOS under the "QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS" executed by Mrs. Michelle Klippen;
- Any and all rights, title and interest received by DETOS under the "QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS" executed by Mrs. Penny Klitzke; and
- Any and all contractual rights and obligations whatsoever arising from any and all agreements pertaining to any of the foregoing, including the right to royalties, including all rights, interest, and obligations in, under, and to each of the following certain agreements.

"DERIVATIVE IP OWNERSHIP AGREEMENT" executed October 26, 2004;

"LICENSE AGREEMENT—UNITED STATES" executed February 2004, as modified on October 27, 2004; and

"LICENSE AGREEMENT—FOREIGN" executed February 2004, as modified on October 27, 2004.

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this quitclaim/assignment of the Invention Rights.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose, including as proof of the right of Assignee to claim the benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Director of Patents of the United States Patent and Trademark Office to issue any patent included within the Invention Rights to Assignee.

{Signature Pages Follow}

Plus the 7th day of January, 2005

DETOS, LLC

By: Penny Kitzke (seal)
LLC Manager

Penny Kitzke
Name (print)

Kim D. Dufour
Witness #1 Signature

Kim D. Dufour
Witness #1 Name (print)

2006 Worridge Ct
Witness #1 Address Line 1

Buffalo, MN 55313
Witness #1 Address Line 2

Bonnie Heidelberg
Witness #2 Signature

Bonnie Heidelberg
Witness #2 Name (print)

555 Hwy 55 E
Witness #2 Address Line 1

Buffalo, MN 55313
Witness #2 Address Line 2

NOTARIZATION

State of Minnesota

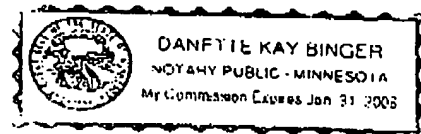
County of Wright
United States of America

On this 7th day of January, 2005, personally appeared

Penny Kitzke before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignor.

Danette L. Binger
Notary Public

My Commission Expires January 31, 2006



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and applications as set forth above.

This the 18th day of January, 2005

DIAPEROOS, LLC

By Its Manager: ENVENTYS, LLC

By:

[Signature]
LOUIS FOREMAN
LLC Manager

(seal)

[Signature]
Witness #1 Signature

Todd Stancombe
Witness #1 Name (print)

6915 Ardent Oak Lane
Witness #1 Address Line 1

Charlotte, NC 28277
Witness #1 Address Line 2

[Signature]
Witness #2 Signature

Ryan Gorman
Witness #2 Name (print)

5000 Hardison Rd
Witness #2 Address Line 1

Charlotte, NC 28226
Witness #2 Address Line 2

NOTARIZATION

State of North Carolina

County of Mecklenburg
United States of America

On this 18th day of January, 2005, personally appeared

MR. LOUIS FOREMAN before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Manager of the Assignee.

[Signature]
Notary Public

My Commission Expires: Aug 23, 2005

